

# Exhibit C

**Exhibit A****RewardZone USA, LLC Websites****Terms & Conditions**

Last Modified: February 11, 2019

RewardZone USA, LLC ("we," "us" and "our") operates the [RewardZoneUSA.com](http://RewardZoneUSA.com) website, [NationalConsumerCenter.com](http://NationalConsumerCenter.com), as well as other websites (collectively, the "RZU Websites"), where you can earn incentives – merchandise or gift cards ("Incentives") – by registering and providing information and completing certain promotional offers ("Offers"). By accessing and using the RZU Websites, you agree to and accept these Terms & Conditions, as well as our Privacy Policy and any additional terms, conditions and policies published on RZU Websites (collectively, the "Agreement"). If you do not agree to and accept the terms of the Agreement in their entirety, you do not have permission to visit and/or use any of the RZU Websites.

**Mandatory Arbitration.** These Terms & Conditions contain a mandatory arbitration provision, as detailed below, that requires you to arbitrate, individually, all disputes or claims that you may have with us, our parent, related parties, advertiser clients and marketing partners (collectively, "Marketing Partners") who are third-party beneficiaries of the mandatory arbitration provision. Thus, for example, if you provide prior express written consent to be contacted via telemarketing or SMS/text messaging, any claims that you may have regarding any telemarketing or SMS/text messages that you receive are subject to the mandatory arbitration provision. The mandatory arbitration provision also waives your right to participate in a class action or multi-party arbitration. There are two narrow exceptions to the mandatory arbitration provision: (1) you may opt-out by providing written notice of your decision to do so within thirty (30) days of the date that you first register on a RZU Website; and (2) you may opt-out by filing a claim in Small Claims Court provided the requirements described below are met.

**How the Promotions Work.** To earn an Incentive, you must (a) be at least 18 years old and a U.S. resident; (b) submit your accurate name, contact (registration) and demographic information including your valid residential mailing and email addresses; (c) complete the survey questions; (d) meet the applicable Promotion requirements set forth below within a twenty (20) day period beginning with the date of your first completed Offer (if you register but don't complete an Offer, the twenty (20) day period does not start); (e) start the Incentive claims process within ten (10) days of when you complete the required number of Offers; (f) complete the Manual Credit Packet verification process (if applicable) within sixty (60) days of starting the Incentive Claim process; and (g) provide a properly completed claim form and supporting documentation (see below) within thirty (30) days of our sending you the claim form via Adobe EchoSign.

<b>Incentive</b>	<b>Silver Offers</b>
Tier 1-Value of \$100 or less [1]	1
Tier 2 - Value greater than \$100 [2]	1

You must use the same accurate contact information for completing the required Offers as you did during the registration process. You may not have a third party (friend, relative, etc.) complete Offers for you. If you don't complete all of the requisite Offers during your initial visit to this RZU Website, go to Incentive Status and log in

and use the provided link that will enable you to resume signing up for Offers or contact customer support who will provide you with a re-entry link. You should retain any confirmation emails or other documentation received applicable to the completed Offers. You cannot sign up for the same Offer more than once to get credit for an Incentive. The Silver, Gold and Platinum Offers appear AFTER the registration forms, surveys and optional offers, which do not count towards earning an Incentive. To be credited with the completion of an Offer as shown in the table above, you must first access the Offer through this RZU Website or through a valid link provided to you by customer support. We use third-party services to verify your registration information. If your registration information is determined to be invalid, we reserve the right to not display the pages with the Promotion Offers. In that case, you will be ineligible to earn an Incentive.

For a subscription or purchase Offer, the advertiser must be able to successfully bill your credit card at least once or for the number of times specified in the particular Offer's terms to receive credit. Some of our advertisers will not accept prepaid cards to complete Offers. You will not be credited with completing an Offer unless the advertiser confirms your completion, so do not use a prepaid card for Offers or cancel an Offer right after you signup. Many advertisers will not give credit to a "quick cancel." For this reason, there may be a delay from the time you sign up for an Offer and when it appears as a completed Offer on your Incentive Status. Additional terms and conditions may apply to participate in select marketing Offers. You should read the terms of each Offer provided by the advertiser for an explanation of these terms (if applicable). The [Representative Offer Chart](#) provides important information on many of the Offers including initial cost, ongoing obligations and how to cancel. If you have questions about any Offers, please review the [chart](#) or contact the third party sponsor/advertiser. Customer support is also available to provide assistance [here](#).

**Incentive Status.** You can check on your progress at any time by logging in with your email address on [Incentive Status](#) (If you haven't completed any Offers, you will not be able to log in to Incentive Status). Sometimes Offers aren't properly accounted for when you check your Incentive Status. You should keep email confirmations from completed Offers as we may ask for them during the claims process to confirm you're entitled to claim an Incentive. We also reserve the right to require you to provide us with proof of payment for completed Offers. Acceptable proof includes copies of bank or credit card statements. When you make copies of your statements, we ask that you cover your account number.

**Claiming Your Incentive.** Start the claims process by logging onto the "Incentive Status" and selecting "Claim My Incentive." Complete the required information: name, mailing address, email address, telephone number, and Incentive Promotion. We will review your claim and confirm whether you have completed all the required steps to earn an Incentive. If one or more Offers haven't registered in our system, we will send a Manual Credit form via email. Please print out the form and complete it and provide an unaltered copy of the confirmation email(s) and proof of payment. You can send a photo of the required documentation using your smart phone.

Once we have verified that you completed the requisite Offers, we will send you a claim form via email. Currently, we use Adobe EchoSign to send our claim forms. You will need to print out the claim form and sign it. For Tier 2 incentives, you will need to print out the claim form and take it to a notary public and sign it and have your signature notarized. Most bank branches and UPS stores will have a notary on staff. Notaries typically require you to have a government issued photo ID. Mail back the signed claim form (or notarized claim form if applicable) to us via United States Postal Service. Once we have verified that you completed the Offers and received a properly executed claim form along with a valid government issued Photo ID (you can cover your identification number from the ID) and proof of your current household mailing address (e.g. a utility bill), we will send you your Incentive within three to six weeks. We reserve the right to audit claims to ensure that only users who fully comply with these Terms & Conditions can claim an Incentive.

If your Incentive is fulfilled with a gift card, you will receive an email requesting you to choose between a virtual gift card, which is delivered free of charge but can only be used for online purchases, or a plastic gift card, where you must pay the third-party shipping costs but can be used anywhere VISA is accepted. You need to complete the claims verification process within sixty (60) days of when you first start the process by clicking on Claim My Incentive and then must file your claim form with your ID and proof of address within thirty (30) days of when we send the claim form. We reserve the right to substitute an Incentive of equal or greater value if the Incentive you earned is unavailable for any reason. We are not responsible and will not replace any lost, stolen or mis-delivered Incentives unless the mis-delivery is clearly because of our error.

We rely on our users providing accurate registration information so we and our Marketing Partners can connect with and market to our users. If your registration information (name, postal address, email address) does not match the information on your claim form, we reserve the right to disqualify you. In some situations, our system may pre-populate inaccurate registration information. If this happens, please contact us [here](#) and provide us the correct information so we can update the system.

**Publicity.** We may use your first name, last initial, and City and State of residence (for example John S. Wichita, KS) on a RZU Website. We will also ask for a testimonial and/or a picture of you with your Incentive. If you submit either, you grant us a royalty-free license to display and use what you submit to us in any medium.

**Limitations - Household Waiting Period Rule.** Incentives are limited to one Incentive of any kind per person and household (persons living at the same residential address) per eligibility period. You and the members of your household must wait twelve (12) months after completing all of the offers required for a Tier 1 Incentive before becoming eligible for another Incentive, and you must wait twenty-four (24) months after completing all of the offers required for a Tier 2 Incentive before becoming eligible for another Incentive. A household means a residence – where you live - and cannot be a PO box, where you work, or other non-residential address. We may ask you to prove your household address so we can ensure compliance with the rule that limits Incentives to one Incentive per household per one year or two years depending on the Incentive Tier. You can prove this by supplying a copy of, for example, a utility bill, your lease, a mortgage statement, a property tax bill or if you are a student, a printout from your school with your dorm room address. If you live with someone and do not own or rent your residence, we may require you AND the person you live with to supply affidavits attesting to your household address. Please be aware that the person you live with and the other members of your household also cannot get an Incentive if you get a Tier 1 or Tier 2 incentive for one or two years, respectively.

Employees of RZU and its parent, subsidiaries and related parties and its advertising, publisher, fulfillment, agency and marketing partners, and their immediate families (including those living in the same households) are not eligible to earn an Incentive. If we determine you are associated with RZU, we reserve the right to disqualify you.

You cannot complete Offers using a bot or other automated means of signing up or otherwise tamper with our system or attempt to defraud us by using multiple email addresses or other means or otherwise “game” the Program to circumvent the limitations described above. You also cannot use a link to an RZU Website provided by another person or one obtained outside of our normal marketing channels such as a YouTube video or gaming site or reuse a link that you previously used to claim an Incentive. We may also disqualify you if you access an RZU Website ‘mid-path’ by skipping the registration and/or survey pages. If we reasonably believe you are attempting to do so, we may void all of your attempts to earn for an Incentive.

**Telemarketing and Text Messages.** Where you provide “prior express written consent” within the meaning of the Telephone Consumer Protection Act (“TCPA”), you consent to receive telephone calls, including artificial voice calls, pre-recorded messages and/or calls delivered via automated technology, and text and SMS messages to the telephone number(s) that you provided from us and the Marketing Partners. You are not

required to provide this consent to earn an Incentive or purchase any of the other goods or services offered on the RZU Websites. Your consent simply allows you to be contacted via these means. If you provide consent, we and any of the Marketing Partners may send you SMS messages from their short codes or long codes. Our short codes are 53294, 91982, 27367, 68766 and 411411; we may acquire additional short codes. Message Frequency Varies, maximum 15 messages per month. Message and data rates may apply. Text STOP to opt-out from future messages and HELP for help or [Contact Us](#). Compatible carriers include: AT&T, Verizon Wireless, Sprint, Boost, Alltel (Verizon Wireless), U.S. Cellular, MetroPCS, T-Mobile ® United Wireless, Virgin Mobile, Boost Mobile, Cellcom, C Spire Wireless CellSouth, Cricket, Cincinnati Bell and Virgin Mobile®. T-Mobile® is not responsible for delayed or undelivered messages.

Any claims you may have under the TCPA against us or any of the Marketing Partners will be subject to the Arbitration/Dispute Resolution provision below.

**Privacy, Security and Links.** Please review our [Privacy Policy](#) for more information concerning our collection and use of your information, the security of your information and how to have your information deleted from our database. For a timely response to any inquiry regarding your Offer submissions, qualification, and Incentive delivery, please submit your question [here](#). The RZU Websites may contain links to other sites or services. We are not responsible for the privacy practices, the content, or the security of such third-party sites.

**Tax Liability.** You are responsible for all local, state, and federal taxes on any Incentive you receive.

**Agreement; Choice of Law/Jurisdiction and Venue.** You agree that these Terms & Conditions constitute the agreement between us and that New York law controls, without regard to conflicts of law provisions. Any dispute that is not resolved by arbitration and proceeds in a state or federal court will be adjudicated in a court in the state of New York. You expressly waive any defense or objection to venue or personal jurisdiction.

**Arbitration/Dispute Resolution.** You agree to arbitrate any and all claims arising out of or related to the Agreement. If you have a dispute concerning any aspect of the Agreement, including without limitation, your participation in a Promotion, entitlement to an Incentive or a telemarketing call or SMS/text message that you received from us or a Marketing Partner, you should first contact customer support on the RZU Website or complete a customer support ticket. We will attempt to resolve the matter to your satisfaction within thirty (30) days of our receipt of a customer support ticket. We may choose to provide you with a final written settlement offer during this process. If we provide you with a final written settlement offer and you don't accept it, if we can't otherwise satisfactorily resolve your dispute, or if you choose to skip this step, you must submit your dispute for resolution by arbitration before the American Arbitration Association ("AAA") in the county where you live by filing a separate Demand for Arbitration online by following the instructions at <https://apps.adr.org/webfile/>.

An AAA arbitrator will have exclusive authority to resolve any dispute or claims that you may have with us—and our Marketing Partners who are third-party beneficiaries of the mandatory arbitration provision—arising out of or related to the Agreement. Matters subject to mandatory arbitration include, without limitation, whether this Arbitration/Dispute Resolution provision applies to your particular claim or dispute, and any claim that all or any part of the Agreement, including this provision, are/is unenforceable. If the claim is against us, you will need our mailing address to file online. To obtain our mailing address, contact us by clicking [here](#).

If we have a dispute, we will submit our dispute for resolution by arbitration before the AAA in New York, NY. If either party files for arbitration, it will be conducted in accordance with the then current AAA Commercial Arbitration Rules.

If you proceed to arbitration against us, you will pay all AAA filing fees and we will pay for all administration and arbitrator fees unless the arbitrator determines that your claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). For claims brought by you of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the parties and may be entered in any court of competent jurisdiction. If you initiate arbitration against us and the arbitrator awards you relief that is greater than our final written settlement offer made before an arbitrator was selected, then we will pay you a minimum recovery of Five Hundred Dollars (\$500.00), plus we will reimburse any reasonable expenses incurred by your attorney, if any, including fees reasonably accrued for investigating, preparing and pursuing the claim in arbitration. Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we agree that we will not seek such an award from you. You and your attorneys are not required to keep the results of the arbitration confidential. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in such a suit.

**Class Action Waiver.** The arbitration provision contained in these Terms & Conditions does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement.

**Exceptions to Mandatory Arbitration.** There are two narrow exceptions to mandatory arbitration. First, you may opt-out of the Arbitration/Dispute Resolution provision by providing written notice of your decision within thirty (30) days of the date that you first register on the RZU Website. To obtain our mailing address, contact us by clicking [here](#).

Second, you may choose to pursue your dispute or claim in Small Claims Court rather than by arbitration but only if your dispute or claim qualifies for Small Claims Court in a location where jurisdiction and venue over both you and RZU is proper.

Other than these two exceptions, you must arbitrate any claims as provided above.

**YOU ACKNOWLEDGE AND AGREE THAT, VIA YOUR ACCEPTANCE OF THESE DISPUTE RESOLUTION PROVISIONS, YOU WAIVE ANY RIGHT TO A JURY TRIAL, AS WELL AS YOUR RIGHT TO BRING, JOIN OR PARTICIPATE AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION SUIT OR MULTI-PARTY ARBITRATION BROUGHT AGAINST US, OUR MARKETING PARTNERS OR ANY SERVICE PROVIDER USED BY US TO PROVIDE THE SUBJECT SERVICE.**

**Policy Against Spam.** We require that all emails promoting the RZU Websites are sent only to users who have agreed to receive such emails. We prohibit any advertising of RZU Websites using "spam"- unsolicited emails. If an advertiser or other person advertising or promoting our Sites fails to comply with our "no spam" policy, we will terminate our agreement with such person. If you feel you've been sent unsolicited spam emails promoting an RZU Website and would like to register a complaint, please let us know [here](#). We will immediately investigate all allegations of spam email and take appropriate action.

**Disclaimer of Warranties.** The RZU Websites, Promotions, Incentives, and any third-party partner's products and/or services that you may receive from us, one of our Marketing Partners or other third-party partners (collectively "activity and content relating to the RZU Websites") is subject to change and is provided to you "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement. We make no warranty that the activity and content relating to the RZU Websites will (i) meet your requirements; (ii) be uninterrupted,

timely, secure or error-free; or (iii) be accurate or reliable. We assume no responsibility for any damage to your computer system or loss of data that may have resulted from material downloaded or otherwise obtained through activity relating to the RZU Websites. We assume no responsibility for the deletion of, or failure to store, email messages and any other personalization settings in relation to activity and content relating to the RZU Websites. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms & Conditions. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. We do not represent that your use of any content will not infringe the rights of any third parties.

**Limitation of Liability.** To the maximum extent allowed by applicable law, we will not be liable for any indirect, incidental, special or consequential damages arising out of or relating to the Terms & Conditions, the RZU Websites, a Promotion or an Incentive, no matter how caused. In no event will our total cumulative liability to any user exceed an amount equal to the lesser of (i) the value of the Incentive for which the consumer has registered, or (ii) \$1,000, or (iii) actual dollar amount consumer spent on an RZU Website completing sponsor Offers.

**Liability Release.** By accessing one of the RZU Websites or participating in any of our Promotions, you release us and our respective parents, subsidiaries, and other associated companies, and the directors, shareholders, officers, employees, or agencies of any of the above organizations, for any and all liability for any injury, death, loss, tax liability or damage of any kind arising from your participation in a Promotion, or resulting from acceptance, possession, use or misuse of any sponsor Offer or Incentive.

**Indemnification.** You agree to indemnify and hold us, our parents, subsidiaries and related parties, and each of their respective members, officers, directors, employees, agents and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (i) your use of an RZU Website, any service provided by us, user generated content ("UGC") or Content; (ii) your breach of these Terms & Conditions; (iii) your violation of any rights including, but not limited to, intellectual property right; or (iv) any deceptive, threatening, libelous, obscene, harassing or offensive material contained in any of your email communications or other submissions to an RZU Website.

**Updates.** We may revise these Terms & Conditions any time. Your continued use of an RZU Website and/or participation in a Promotion evidences your acceptance of any changes. If you do not accept any of the Terms & Conditions or this summary, we ask that you not complete our registration process or access an RZU Website.

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[1] Gift cards with a face value of \$100 or less and other merchandise with an average retail value of \$100 or less.

[2] Gift cards with a face value of more than \$100 and merchandise, such as iPads, iPhones and laptops, with an average retail value more than of \$100.